

MSSB-113 (12/17)

| Fill in this information to identify your case:  |  |
|--|--|
| Debtor 1:  | <u>Jeffrey Neal Van</u><br>Full Name (First, Middle, Last) |
| Debtor 2:  | <u></u><br>Full Name (First, Middle, Last)                 |
| United States Bankruptcy Court for the: <u>Southern</u> District of <u>Mississippi</u> |  |
| Case Number:   | <u></u><br>(if known)                                      |

☐ Check if this is an amended plan, and list below the sections of the plan that have been changed.

## Chapter 13 Plan and Motions for Valuation and Lien Avoidance

12/17

### Part 1: Notices

**To Debtors:** This form sets out options that may be appropriate in some cases, but the presence of an option on the form does not indicate that the option is appropriate in your circumstances or that it is permissible in your judicial district. Plans that do not comply with local rules and judicial rulings may not be confirmable. The treatment of ALL secured and priority debts must be provided for in this plan.

*In the following notice to creditors, you must check each box that applies.*

**To Creditors:** Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated.

You should read this plan carefully and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

**If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation on or before the objection deadline announced in Part 9 of the Notice of Chapter 13 Bankruptcy Case (Official Form 309I). The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. See Bankruptcy Rule 3015.**

The plan does not allow claims. Creditors must file a proof of claim to be paid under any plan that may be confirmed.

The following matters may be of particular importance. **Debtors must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as "Not Included" or if both boxes are checked, the provision will be ineffective if set out later in the plan.**

|     |  |                                   |  |
|-----|--|-----------------------------------|--|
| 1.1 | A limit on the amount of a secured claim, set out in Section 3.2, which may result in a partial payment or no payment at all to the secured creditor | <input type="checkbox"/> Included | <input checked="" type="checkbox"/> Not included |
| 1.2 | Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in Section 3.4   | <input type="checkbox"/> Included | <input checked="" type="checkbox"/> Not included |
| 1.3 | Nonstandard provisions, set out in Part 8  | <input type="checkbox"/> Included | <input checked="" type="checkbox"/> Not included |

### Part 2: Plan Payments and Length of Plan

#### 2.1 Length of Plan.

The plan period shall be for a period of 60 months, not to be less than 36 months or less than 60 months for above median income debtor(s). If fewer than 60 months of payments are specified, additional monthly payments will be made to the extent necessary to make the payments to creditors specified in this plan.

**2.2 Debtor(s) will make regular payments to the trustee as follows:**

Debtor shall pay \$1,121.00 (☒ monthly, ☐ semi-monthly, ☐ weekly, or ☐ bi-weekly) to the chapter 13 trustee. Unless otherwise ordered by the court, an Order directing payment shall be issued to the debtor's employer at the following address:

Door Dash  
Debtor to pay Trustee direct (self-employed)  
.

Joint Debtor shall pay \_\_\_\_\_ (☐ monthly, ☐ semi-monthly, ☐ weekly, or ☐ bi-weekly) to the chapter 13 trustee. Unless otherwise ordered by the court, an Order directing payment shall be issued to the joint debtor's employer at the following address:

**2.3 Income tax returns/refunds.**

*Check all that apply.*

- ☒ Debtor(s) will retain any exempt income tax refunds received during the plan term.
- ☐ Debtor(s) will supply the trustee with a copy of each income tax return filed during the plan term within 14 days of filing the return and will turn over to the trustee all non-exempt income tax refunds received during the plan term.
- ☐ Debtor(s) will treat income tax refunds as follows:

**2.4 Additional payments.**

*Check one.*

- ☒ **None.** *If "None" is checked, the rest of § 2.4 need not be completed or reproduced.*

**Part 3: Treatment of Secured Claims**

**3.1 Mortgages. (Except mortgages to be crammed down under 11 U.S.C. § 1322(c)(2) and identified in § 3.2 herein.)**

*Check all that apply.*

- ☒ **None.** *If "None" is checked, the rest of § 3.1 need not be completed or reproduced.*

**3.2 Motion for valuation of security, payment of fully secured claims, and modification of undersecured claims. Check one.**

- ☒ **None.** *If "None" is checked, the rest of § 3.2 need not be completed or reproduced.*

**3.3 Secured claims excluded from 11 U.S.C. § 506.**

*Check one.*

☐ **None.** If "None" is checked, the rest of § 3.3 need not be completed or reproduced.

☒ The claims listed below were either:

- (1) incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or
- (2) incurred within 1 year of the petition date and secured by a purchase money security interest in any other thing of value.

These claims will be paid in full under the plan with interest at the rate stated below. Unless otherwise ordered by the court, the claim amount stated on a proof of claim filed before the filing deadline under Bankruptcy Rule 3002(c) controls over any contrary amount listed below. In the absence of a contrary timely filed proof of claim, the amounts stated below are controlling.

| Name of creditor                  | Collateral   | Amount of claim | Interest rate |
|-----------------------------------|--------------|-----------------|---------------|
| Lott Furniture                    | Deep freezer | \$600.00        | 7.00%         |
| Aaron's Rentals -Corporate Office | Washer/Dryer | \$1,200.00      | 7.00%         |

\*Unless otherwise ordered by the court, the interest rate shall be the current *Till* rate in this District.

### 3.4 Motion to avoid lien pursuant to 11 U.S.C. § 522.

Check one.

☒ **None.** If "None" is checked, the rest of § 3.4 need not be completed or reproduced.

### 3.5 Surrender of collateral.

Check one.

☒ **None.** If "None" is checked, the rest of § 3.5 need not be completed or reproduced.

## Part 4: Treatment of Fees and Priority Claims

### 4.1 General

Trustee's fees and all allowed priority claims, including domestic support obligations other than those treated in § 4.5, will be paid in full without postpetition interest.

### 4.2 Trustee's fees

Trustee's fees are governed by statute and may change during the course of the case.

### 4.3 Attorney's fees

☒ No look fee: \$4,000.00.

Total attorney fee charged: \$4,000.00.

Attorney fee previously paid: \$500.00.

Attorney fee to be paid in plan per confirmation order: \$3,500.00.

☐ Hourly fee: \_\_\_\_\_ (Subject to approval of Fee Application.)

### 4.4 Priority claims other than attorney's fees and those treated in § 4.5.

Check one.

☐ **None.** If "None" is checked, the rest of § 4.4 need not be completed or reproduced.

☒ Internal Revenue Service \$0.00.

☒ Mississippi Dept. of Revenue \$0.00.

☐ Other \_\_\_\_\_.

#### 4.5 Domestic support obligations.

☐ **None.** If "None" is checked, the rest of § 4.5 need not be completed or reproduced.

DUE TO: Jennifer Van

POST PETITION OBLIGATION: In the amount of \$300.00 per month beginning 07/01/2023

To be paid ☐ direct, ☐ through payroll deduction, or ☒ through the plan.

PRE-PETITION ARREARAGE: In the total amount of \$3,900.00 through 06/30/2023 which shall be paid in full over the plan term, unless stated otherwise: \_\_\_\_\_

To be paid ☐ direct, ☐ through payroll deduction, or ☒ through the plan.

DUE TO: Kimberly Calahan

POST PETITION OBLIGATION: In the amount of \_\_\_\_\_ per month beginning \_\_\_\_\_

To be paid ☐ direct, ☐ through payroll deduction, or ☐ through the plan.

PRE-PETITION ARREARAGE: In the total amount of \$33,000.00 through 06/30/2023 which shall be paid in full over the plan term, unless stated otherwise: No post-petition obligation

To be paid ☐ direct, ☐ through payroll deduction, or ☒ through the plan.

### Part 5: Treatment of Nonpriority Unsecured Claims

#### 5.1 Nonpriority unsecured claims not separately classified.

Allowed nonpriority unsecured claims that are not separately classified will be paid, pro rata. If more than one option is checked, the option providing the largest payment will be effective. *Check all that apply.*

☒ The sum of \$0.00

☐ \_\_\_\_\_ of the total amount of these claims, an estimated payment of \_\_\_\_\_

☐ The funds remaining after disbursements have been made to all other creditors provided for in this plan.

If the estate of the debtor(s) were liquidated under chapter 7, nonpriority unsecured claims would be paid approximately \$0.00. Regardless of the options checked above, payments on allowed nonpriority unsecured claims will be made in at least this amount.

#### 5.2 Other separately classified nonpriority unsecured claims (special claimants). *Check one.*

☒ **None.** If "None" is checked, the rest of § 5.2 need not be completed or reproduced.

### Part 6: Executory Contracts and Unexpired Leases

#### 6.1 The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory contracts and unexpired leases are rejected. *Check one.*

☒ **None.** If "None" is checked, the rest of § 6.1 need not be completed or reproduced.

**Part 7:** Vesting of Property of the Estate**7.1 Property of the estate will vest in the debtor(s) upon entry of discharge.****Part 8:** Nonstandard Plan Provisions**8.1 Check "None" or List Nonstandard Plan Provisions**

☒ **None.** If "None" is checked, the rest of Part 8 need not be completed or reproduced.

**Part 9:** Signature(s):**9.1 Signatures of Debtor(s) and Debtor(s)' Attorney**

The Debtor(s) and attorney for the Debtor(s), if any, must sign below. If the Debtor(s) do not have an attorney, the Debtor(s) must provide their complete address and telephone number.

**X**

/s/ Jeffrey Neal Van

Jeffrey Neal Van

Signature of Debtor 1

Executed on 06/13/2023

MM / DD / YYYY

3205 Paul Honea Rd

Address Line 1

Address Line 2

Magnolia, MS 39652-9444

City, State, and Zip Code

Telephone Number

**X**

Signature of Debtor 2

Executed on

MM / DD / YYYY

Address Line 1

Address Line 2

City, State, and Zip Code

Telephone Number

**X**

/s/ Frank H. Coxwell

Frank H. Coxwell

Signature of Attorney for Debtor(s)

1675 Lakeland Drive Suite 102

Address Line 1

Address Line 2

Jackson, MS 39216

City, State, and Zip Code

(601) 948-4450

Telephone Number

7781

MS Bar Number

[frank@coxwellattorneys.com](mailto:frank@coxwellattorneys.com)

Email Address

Date: 06/13/2023

MM / DD / YYYY